

RESOLUTION NO. 11-33

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING REGARDING OFF-SYSTEM CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, AND THE CITY OF HIALEAH, FLORIDA, A COPY OF WHICH IN SUBSTANTIAL FORM IS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", FOR LOCAL ROADWAY IMPROVEMENTS AND REPAIRS, EAST 4 AVENUE, FROM EAST 22 STREET TO EAST 25 STREET, HIALEAH, FLORIDA.

WHEREAS, the Florida Department of Transportation (FDOT) has program funding for roadway improvements on S.R. 934 (East 4 Avenue) from East 22 Street to East 25 Street, Financial Project Number FM 428483-1-52-01 and the work shall include repairs to City roadways adjacent to East 4 Avenue; and

WHEREAS, the City has agreed to enter this Memorandum of Understanding to allow FDOT to make repairs on adjacent city roads in connection with the construction of roadway improvements on the state road, East 4 Avenue.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

Section 2: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, on behalf of the City, to enter into a Memorandum of Understanding Regarding Off-System Construction and Maintenance between the State of Florida, Department of Transportation, and the City of Hialeah, Florida, a copy of which in substantial form is

attached hereto and made a part hereof as Exhibit "1", for roadway improvements and repairs, East 4 Avenue, from East 22 Street to East 25 Street, Hialeah, Florida.

PASSED AND ADOPTED this 26th day of April, 2011.

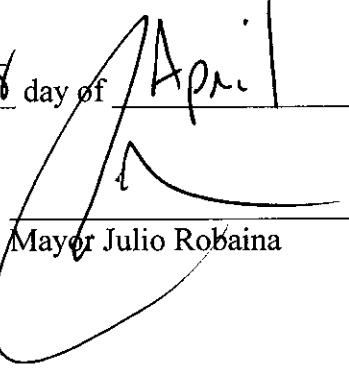

Carlos Hernandez
Council President

Attest:



David Concepcion, Acting City Clerk

Approved on this 28 day of April, 2011.


Mayor Julio Robaina

Approved as to form and legal sufficiency:


William M. Grodnick, City Attorney

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Resolution was adopted by a unanimous vote with Councilmembers, Caragol, Casals-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez, and Yedra voting "Yes".

MEMORANDUM OF AGREEMENT
REGARDING
OFF-SYSTEM CONSTRUCTION AND MAINTENANCE OF IMPROVEMENTS
Between
STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
(“DEPARTMENT”)
and
CITY OF HIALEAH, a municipal corporation of the State of Florida
(“CITY”)

This Agreement is made and entered into as of _____, 2011, by and through THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida (the “Department”), and CITY OF HIALEAH, a municipal corporation of the State of Florida (the “City”), collectively referred to as the “Parties.”

RECITALS

WHEREAS, the State of Florida Legislature has approved the Department’s Work Program and mandated the Department to complete the various projects included in the Department’s Work Program; and

WHEREAS, included in the Department Work Program is Project Number FM 428483-1-52-01 on S.R. 934/E. 4th Avenue from East 22nd Street to East 25th Street, located in Miami-Dade County, Florida, which includes the improvement of roads not on the State Highway System; and

WHEREAS, the Parties agree that it is in the best interest of each party for the Department to undertake and to complete all aspects of the project, including the design, construction, construction inspection, utilities, permits, easements, and other tasks associated with those improvements that are on roads not on the State Highway System.

TERMS

NOW THEREFORE, in consideration of the premises, the mutual covenants and other valuable considerations contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The recitals in this Agreement are true and correct, and are incorporated herein by reference and made a part hereof.

2. The Parties agree that the Department intends to undertake and complete project number FM 428483-1-52-01 on S.R. 934/E. 4th Avenue from East 22nd Street to East 25th Street, (the “Project”), which shall include the tasks and limits of right-of-way depicted in Exhibit A hereto and all other tasks associated with, or arising out of the tasks depicted therein. The Project shall include improvements on E. 4th Avenue/Flamingo Rd. from E. 25th Street to E. 26th Street, a road not on the State Highway System (the “Local Roadway Improvements”) also depicted in Exhibit A hereto, and all activities associated with, or arising out of construction of the Local Roadway Improvements. The City agrees to cooperate with and support the Department’s work efforts in these regards.

The City acknowledges that the design plans attached as Exhibit A are not the final design plans and are subject to change. The Department agrees that any changes to Exhibit A will be submitted to the City for review in accordance with paragraph 3 of this Agreement.

The Department will design and construct the Project in accordance with all applicable federal and state laws and regulations and in accordance with Department design and construction standards as set forth in the Department’s guidelines, standards, and procedures, as amended from time to time. The Department shall have final decision authority with respect to all aspects of design and construction of the Local Roadway Improvements.

3. The Parties acknowledge and agree that the Department has submitted the Project Design Plans using the Department’s Electronic Review Comments System (the “ERC”), and that the City has reviewed the Project Design Plans accordingly (hereinafter the “Review Process”). The Parties further acknowledge and agree that, as part of the Review Process, the Department designated a Comment Due Date and a Response Due Date, with each submission of the Project Design Plans to the ERC, giving the City an opportunity to provide comments on the Local Roadway Improvements. The City agrees that it has submitted all comments concerning the Local Roadway Improvement through the ERC on or before the Comment Due Date, and the Department has addressed the City’s comments using the ERC on or before the Response Due Date, with regards to all Project Design Plans submitted to-date. The City agrees that if it did not or, hereinafter does not, submit its comments on or before the Comment Due Date, the City will be deemed to not have comments regarding the submitted Project Design Plans.

The Parties agree that the Review Process for the Project Design Plans will be deemed

concluded when the Department has submitted the Final Project Design Plans to the ERC, and the Comment Due Date and Response Due Date for the Final Design Plans have passed, and the Department has addressed all of the City's comments that were submitted through the ERC. Once the review process is concluded, the City authorizes the Streets Department to issue a permit (the "Permit") to the Department's Construction Contractor, authorizing the Department to construct the Local Roadway Improvements in accordance with the Final Design Plans. By issuing the Permit, the City agrees that the Department may proceed to construct the Project in accordance with the Schedule of Work included in the Final Design Plans. The City acknowledges and agrees that, during construction of the Local Roadway Improvements, the Department will provide law enforcement officers required by the Department's Standard Specifications for Road and Bridge Construction, and no additional requirements will be imposed. The City further agrees that the Permit will not impose any conditions other than those included in this Agreement, and the terms of this Agreement supersede any conflicting terms in the Permit. Additionally, the City waives any permit fees that may apply to issuance of the Permit.

Major modifications of the permitted plans that concern the Local Roadway Improvements must be submitted to the City for review through the ERC. A Major Modification is any modification that materially alters the kind or nature of the work depicted in the permitted plans, or that alters the integrity or maintainability of the Local Roadway Improvements or its components. Subsequent to the City's review of the Major Modification(s) and submission of comment regarding the Major Modifications through the ERC, the City will update the Permit to reflect the submitted changes in accordance with the terms of this Agreement.

4. The City agrees to fully cooperate with the Department in the construction, reconstruction and relocation of all utilities, if any, located within the City's right-of-way.
5. The Parties understand and agree that the Department shall transfer all permits needed to construct the Local Roadway Improvements to the City as the operational maintenance entity of the Local Roadway Improvements, and the City agrees to accept said transfer and to be fully responsible to comply with all operational and maintenance conditions of the permits.

Additionally, the City agrees to perpetually maintain the Local Roadway Improvements. To maintain means to perform normal maintenance operations for the preservation of the

Local Roadway Improvements, which shall include but is not limited to, roadway surfaces, shoulders, roadside structures, and such traffic control devices (TCDs) as are necessary for the safe and efficient use of the Project, except to the extent that the maintenance has been delegated to or is under the jurisdiction of another entity. The term TCD shall be defined as a sign, signal, marking or other device used to regulate, warn or guide traffic, placed on or over, a street, highway, or private road, open to public travel, pedestrian facility, or shared used path.

Notwithstanding the requirements hereof, maintenance during construction shall be the responsibility of the Department and its Contractor, as set forth in paragraph 10 of this Agreement.

6. The Parties acknowledge and agree that the City's right-of-way and the improvements and structures located within City's right-of-way, are and will remain under the ownership of the City, and the Department will not have any ownership interest in the right-of-way, improvements, or structures located thereon or installed therein pursuant to the Project.
7. The Department shall require its construction Contractor to maintain, at all times during the construction, regular Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, one person and, subject to that limit for each person, a total limit of \$5,000,000 for all damages arising out of bodily injuries to, or death of, two or more persons in any one occurrence; and regular Contractor's Property Damage Liability Insurance providing for a limit of not less than \$50,000 for all damages arising out of injury to, or destruction of, property in any one occurrence and, subject to that limit per occurrence, a total or aggregate limit of \$100,000 for all damages arising out of injury to, or destruction of, property during the policy period; or such other minimum insurance coverage that may required by the Department for construction of the Project, in accordance with the Department's standards and specifications. The Department shall further cause its Contractor to name the Department as additional insured on the afore-stated policies, and to name the City as additional insured on the afore-stated policies with regards to activities performed within the City's right-of-way. The Department shall also require its Contractor to provide evidence of Workers' Compensation Insurance in accordance with the laws of the State of Florida and in amounts sufficient to secure the benefit of the Florida Workers' Compensation law for all employees.

8. The Department shall notify the City at least 48 hours before beginning construction within the City's right-of-way. Such notification may be provided verbally or via email, and the notice requirements set forth in paragraph 21 shall not apply to this paragraph.
9. The Department agrees that the City may, at reasonable times during the construction of the Local Roadway Improvements and with regards to the Project limits located within City right-of-way, inspect the Contractor's construction site and perform such tests as are reasonably necessary to determine whether the goods or services required to be provided by the Contractor, pursuant to the Contractor's Construction Agreement with the Department, conform to the terms of said Construction Agreement. Upon request by the City, the Department shall coordinate with its Contractor to provide access to the City for performance of said inspections.
10. During construction, maintenance of the Local Roadway Improvements shall be the responsibility of the Department and its Contractor. Upon completion of construction, the Department shall issue a Notice of Final Acceptance to its Contractor and shall provide a copy of said notice to the City. As of the date of the Notice of Final Acceptance, the City shall immediately be responsible for the maintenance of the Local Roadway Improvements. Notwithstanding the issuance of the Notice of Final Acceptance, the Department shall have the right to assure completion of any punch list by the Contractor.

Upon completion of all work related to construction of the Project, the Department will be required to submit to the City final as-built plans for the Local Roadway Improvements and an engineering certification that construction was completed in accordance with the plans. Additionally, the Department shall vacate those portions of the City's right-of-way used to construct the Local Roadway Improvements and shall remove the Department's property, machinery, and equipment from said portions of the City's right-of-way. Furthermore, the Department shall restore those portions of the City right-of-way disturbed by Project construction activities to substantially the same condition that existed immediately prior to commencement of the construction of the Project.

11. This Agreement shall become effective as of the date both Parties hereto have executed the agreement and shall continue in full force and effect until the Project is completed, as evidenced by the Department's issuance of Notice of Final Acceptance.

Prior to commencement of construction, the Department may, in its sole discretion, terminate this agreement if it determines that it is in the best interest of the public to do so.

If the Department elects to terminate this Agreement, the Department shall provide formal notice of termination to the City, as set forth in paragraph 21 of this Agreement.

12. In the event that any election, referendum, approval or permit, notice or other proceeding, or authorization is required to carry out the Project, the City agrees to expeditiously initiate and consummate, as provided by law, all actions necessary with respect to any such matters, with time being of the essence.
13. The Parties acknowledge and agree that, in the event that the Department uses Federal funds to construct the Project, all costs incurred by the Department must be in conformity with applicable Federal and State laws, regulations, and policies and procedures.
14. The Department's performance and obligations under this Agreement are contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. Project costs utilizing fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received.
15. In the event that this Agreement is in excess of \$25,000, and the agreement has a term for a period of more than one year, the provisions of Section §339.135(6)(a), Florida Statutes, are hereby incorporated into this agreement and are as follows:

The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during any such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year.

16. The Department is a state agency, self-insured and subject to the provisions of Section 768.28, Florida Statutes. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.
17. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the

validity of the remaining portions hereof. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

18. No term or provision of this Agreement shall be interpreted for or against any party because that party's legal counsel drafted the provision.
19. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this agreement.
20. In accordance with Executive Order No. 11-02 all Department Vendor/Contractors shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
 1. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and
 2. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the contract with the Department.
21. All notices required pursuant to the terms hereof, shall be in writing and shall be sufficient if sent by first class United States Mail, facsimile transmission, hand delivery or express mail. Notices shall be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. Unless otherwise notified in writing, notices shall be sent to the following:

To the City:

Mayor
City of Hialeah, Office of the Mayor
501 Palm Avenue
Hialeah Florida 33010

To the Department:

Director of Transportation Operations
State of Florida, Department of Transportation
1000 N.W. 111th Avenue,
Miami, Florida 33172

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

CITY OF HIALEAH

By: _____

Name:

Title:

Date: _____

Attest: _____

By:

Title:

Approved as to form and legality:

By:

City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name:

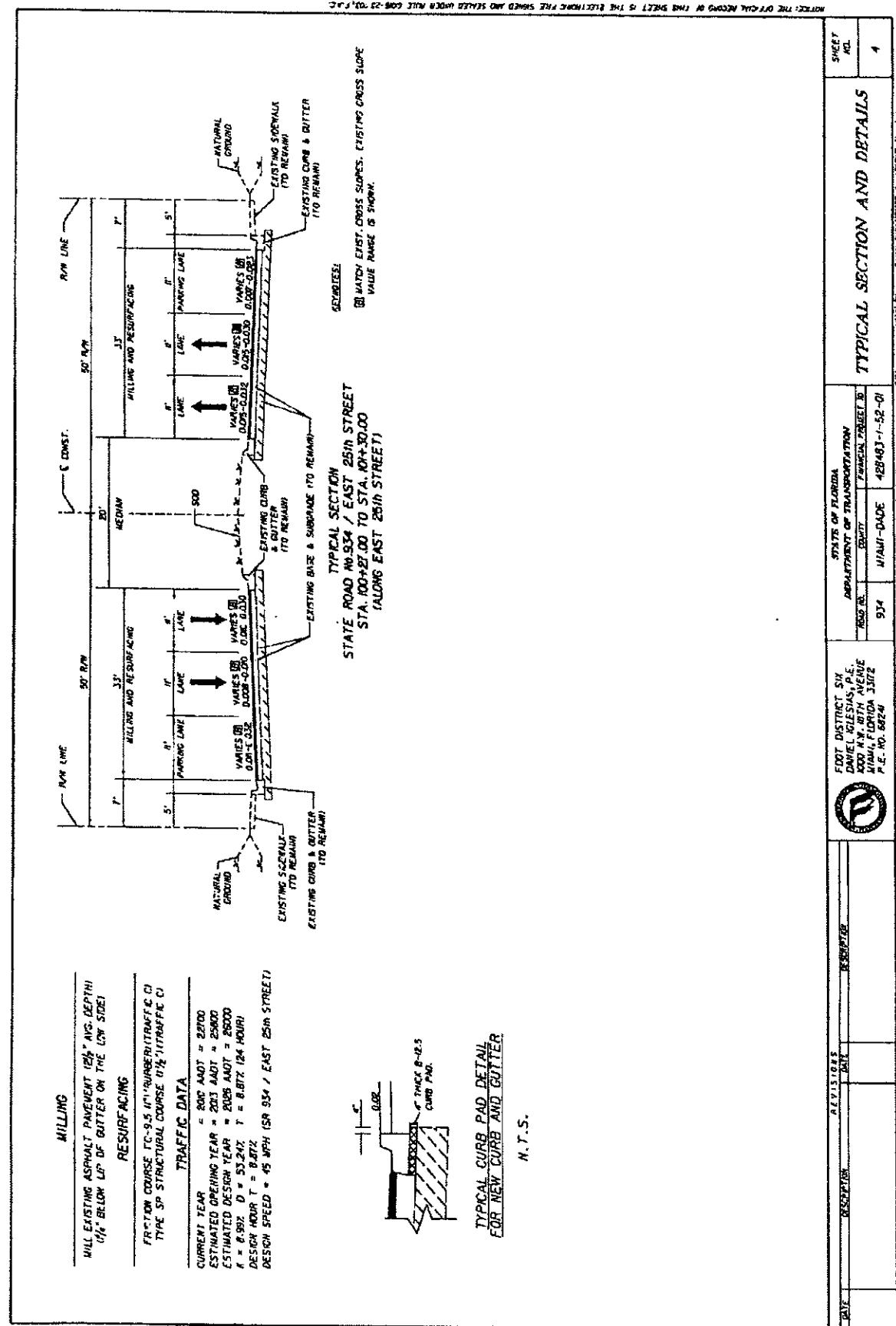
Title: Director of Transportation Operations

Date: _____

Department Legal Review:

WYOMING'S OFFICIAL MUSEUM IS THE ELIZABETH C. SMITH LIBRARY AND SPECIAL COLLECTIONS DIVISION, WYOMING STATE LIBRARIES, STATE OF WYOMING.

DATE	REVISIONS (CHANGES)		RELEASER	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			SUMMARY OF PAY ITEMS	SHEET NO.
	ADDED	DELETED		ROAD NO.	COUNTY	PROJECT #		
		534	MIA/M-DUE	428463-1-52-01				2
 <p>DISTRICT SIX DANIEL ALEXIAS, P.E. 100 N.W. 11TH AVENUE MIAMI, FLORIDA 33172 P.F. NO. 68241</p>								



SUMMARY OF INLET PROTECTION SYSTEMS PAY ITEM # 104-3			
HATCHES TO BE ADJUSTED BY UTILITY OWNER			
TYPE OF DRAINAGE STRUCTURE	NUMBER OF PHASE	SYS. REPLACEMENTS PER PHASE	STATION
EXISTING GDB	W	ALL PHASES	1 15-16 74 2 16-17 05 ST.
TOTAL	W		21' 30" RT TOTAL: 2
MOWING (PAY ITEM 107-1)			
CONST. PHASE	DURATION (DAYS)	FREQUENCY (DAYS)	LITTER (PAY ITEM 107-1)
1	35	20	AC/CIRCLE AREA CYCLES TOTAL (AC)
2	35	20	3.782 2 3.782
3	20	30	3.782 2 3.782
			1.891 1 1.891
			TOTAL: P 5.455
MOWING (PAY ITEM 107-2)			
W.H.	STATION	OFFSET	
1	15-16 74	21' 30" RT	24' 65" RT
2	16-17 05 ST.	21' 30" RT	19' 57" RT
		TOTAL: 1	RT 10' 60"
WATER VALVES TO BE ADJUSTED BY UTILITY OWNER			
*DETECTABLE PAVING ON WALKING SURFACE METRO/PT			
W.H.	STATION	OFFSET	
1	15-16 74	21' 30" RT	24' 65" RT
2	16-17 05 ST.	21' 30" RT	19' 57" RT
		TOTAL: 1	RT 10' 60"
TOTAL = 5			

*CITY OF HALEAH
WATER VALVES TO BE ADJUSTED BY UTILITY OWNER

MANHOLE ADJUSTMENTS (PAY ITEM 105-3)			
W.H.	STATION	OFFSET	REMARKS
1	15-16 74	RT 49' 10"	STORM SEWER
		TOTAL: 1	

*CONTRACTOR IS TO REMOVE PORTION OF EXISTING TEXTURED CONCRETE IN ITS ENTIRETY AND INSTALL DETECTABLE WALKING SURFACE AS PER INDEX 304. NEW MANHOLES AND VALVE BOXES SHALL BE ADJUSTED ONLY AS NEEDED AND APPROVED BY THE ENGR/MEP. THE TABLES ARE PROVIDED FOR INFORMATION ONLY.

***THE PHASE DURATION IS A ROUGH ESTIMATE AND SHOULD NOT BE USED FOR SCHEDULING PURPOSES.

PAY ITEM NOTES:

110-1-1 INCLUDES THE COST OF SAWCUTTING THE EXISTING PAVEMENT.

425-5 TO BE USED FOR ADJUSTING STORM SEWER MANHOLES. QUANTITIES MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY THE ENGR.

ONLY ONE PAYMENT SHALL BE MADE PER MANHOLE. PAYMENT AND ADJUSTMENT FOR EACH DAY OF PAYMENT INCLUDES COST OF ADJUSTMENT AND REPAIR FOR THE PROFOUND CRACK ON THE PROJECT.

520-1-0 INCLUDES COST OF REMOVAL OF EXISTING CURB AND GUTTER. INCIDES 24' LF TO CONNECT TO THE NEAREST EXISTING JC RT.

522-1 INCLUDES SAWCUTTING, REMOVAL AND DISPOSAL OF EXISTING CURB. QUANTITIES MAY BE INCREASED, DECREASED OR OMITTED AS DIRECTED BY ENGR. INCLUDES 24' ST TO CONNECT TO THE NEAREST FLAG JOINT.

527-1 INCLUDES COST OF REMOVAL OF EXISTING CONCRETE SIDEWALK TO ALLOW FOR PROPER PLACEMENT OF WALKING SURFACE. ALL NULL BOLES WITHIN NON-REPLACED SIDEWALK SHALL BE REMOVED.

635-1-1 ADJUSTMENTS OR NULL BOLES ARE NOT ACCEPTABLE.

710-0 FIG TOTALS SHOWN IN THE SUMMARY OF ROADWAY PAY ITEMS INCLUDE THE QUANTITIES FOR PAYMENT BASED ON FINAL TRIMMING, DUST CONTROL, PAVEMENT MARKERS AND FINAL PAVEMENT MARKERS AS SHOWN ON THE PLANS.

FOOT DISTRICT SIX
DAVID RABINS, P.E.
1000 NEW BRIGHT AVENUE
MIAMI, FLORIDA 33126
P.E. NO. 5224

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
AUD. NO. 934
MAINT.-DADE
4294B7-1-52-01

SUMMARY OF QUANTITIES

DESCRIPTION	TOTAL	STREET NO.
REBUILD PAY ITEM # 30-107-1	1	5

GENERAL NOTES

1. REFER TO THE "NETWORK CONTROL SHEET" FOR HORIZONTAL AND VERTICAL DATA'S USED ON THIS PROJECT.
2. ALL PUBLIC LAND COMBERS AND PRIVATE NETWORK CONTROL SURVEY ADJUSTMENTS ARE TO BE PROVIDED BY THE CONTRACTOR. CORNERS AND MONUMENTS WITHIN THE WORK ZONE, AND IN DANGEROUS OR BEING DAMAGED, DESTROYED OR COVERED SHALL BE PROPERTY REFERENCED BY A NEW SURVEY LINE AND SURVEYED IN CONCORDANCE WITH THE NATIONAL SURVEY STANDARD OF THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PRIOR TO BEGINNING WORK. URGENT AND URGENT COMPLETION OF THE CONTRACTOR SHALL RESTORE ALL SUCH CORNERS AND ADJUSTMENTS AND SEAL ALL SURVEYS. A DRAFT SURVEY OF A STORED AND SEALED COPY OF THE DISTRICT SURVEYOR'S REFERENCE DRAWING, INCLUDE ALL COST OF READING, RESTORING AND PRESERVING CORNERS AND ADJUSTMENTS IN THE BID PRICE FOR ITEM 101-1 MOBILIZATION.
3. ALL EXCESS MATERIAL AS DESIGNATED BY THE ENGINEER IS TO BE DISPOSED OF BY THE CONTRACTOR IN AN AREA PROVIDED BY HIM WITHIN 72 HOURS OF BEING DEPOSITED IN THE CONSTRUCTION AREA AND AT THE CONTRACTOR'S EXPENSE.
4. THE CONTRACTOR SHALL USE A STREET SWEEPER TO SWEEP WATER OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONFINED UPON ITS' DEPENDABILITY TO DO THE WORK. CLEANING AND SWEEPING IS TO BE INCLUDED IN ITEM 102-1 MAINTENANCE OF TRAFFIC.
5. THE CONTRACTOR SHALL PAINT ALL STATIONS WITH STENCILED NUMBERS ON THE FACE OF THE CURB.
6. FROM THE BEGINNING OF THE PROJECT WHERE THE CURB IS TO REMAIN, A. AT NEW CURBS NOT LATER THAN 12 MONTHS AFTER BEING PLACED, C. WHERE CURBS DOES NOT EXIST AND SMALL, NOT BE CONSTRUCTED THE CONTRACTOR SHALL MAINTAIN STATION WITH SUMMER AND STAKES. THE CONTRACTOR SHALL MAINTAIN THE STATION MARKS VISIBLE BASIC FINAL INSPECTION. COST TO BE INCLUDED IN RELATED PAY ITEM 102-1 MAINTENANCE OF TRAFFIC.
7. EXISTING UTILITIES ARE BACKFILLED WITH PLIABLE FILL, LARGE CHAMPS OF EXCAVATED MATERIAL SHALL BE RELOCATED WITH SALT TRAIL MATERIAL OR PROCESSED TO MAKE THEM SUITABLE FOR BACKFILLING OR EQUIPMENT CONSTRUCTION. COST TO BE INCLUDED IN RELATED BID ITEMS.
8. THE CONTRACTOR SHALL PERFORM STANDARD CLEARING AND GRUBBING, FOR THE NEAREST FLAG POINTS.
9. INSTALLATIONS OF NEW PULL BOXES SHALL BE PERFORMED BY QUALIFIED ELECTRICAL CONTRACTOR. WHEN NEW PULL BOX IS REPLACED AND EXISTING PULL BOX, THE CONTRACTOR SHALL ADJUST CONDUITS AND CABLES TO FIT THE NEW PULL BOX ELEVATION, COST OF ADJUSTMENTS IS INCLUDED IN THE PULL BOX PAY ITEM.

ENVIRONMENTAL NOTES:

1. THE CONTRACTOR SHALL REVIEW ENVIRONMENTAL REQUIREMENTS OF ANY PROPOSED STAGING AREA AS WITH THE DISTRICT ENVIRONMENTAL PERMITS COPED BIDATOR AT 1:05 ATD-2020 AT LEAST SEVENTY-TWO (72) HOURS PRIOR TO USE.
 2. ANY MATERIAL TO BE STOCKPILED FOR PERIODS GREATER THAN 24 HOURS SHALL BE PROTECTED BY APPROPRIATE SHADING OF CONTROLLED DEVICES. COST TO BE INCLUDED IN THE RELATED BID ITEM.
 3. ALL LANDSCAPE IS DESIGNATED TO REMAIN UNLESS OTHERWISE NOTED. IN PLANS, ALL LANDSCAPE WITHIN 6 FEET OF CONSTRUCTION ACTIVITIES SHALL BE PROTECTED FROM GROWTH STANDARD INDEX 544. COST OF TREE PROTECTION TO BE INCLUDED IN THE RELATED PAY ITEM.
 4. CONTRACTOR SHALL NOT STAGE OR OPERATE EQUIPMENT WITHIN THE DRIP LINE OF TREES.
 5. NO STAGING OR OTHER ACTIVITIES FOR THIS PROJECT WILL BE ALLOWED WITHIN HIALEAH PARK RACE TRACK.
- UTILITIES NOTES:
1. FOR UTILITY ADJUSTMENT SYMBOLS, SEE STANDARD INDEX NO. 028.
 2. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
 3. TWO FULL BUSINESS DAYS PRIOR TO DIGGING AND THE CONTRACTOR SHALL CALL SUNSHINE STATE ONE CALL OF DIGGING, TELEPHONE NUMBER 871, AND THE UTILITY OWNER AND REQUEST UTILITY LOCATIONS. A CONTRACTOR'S REQUIREMENT MUST BE PRESENT WHICH UTILITY COMPANIES LOCATE THEIR FACILITIES.
 4. TWO FULL BUSINESS DAYS PRIOR TO DIGGING AND UTILITY COMPANY AND CALL FOR UTILITY CONTRACTOR, TELEPHONE NUMBER 1-800-1-602-0022
 5. THE CONTRACTOR IS ADVISED THAT PROPERTY ADJACENT TO THE PROJECT HAVE ELECTRIC, TELEPHONE, GAS, WATER, AND/OR SEWER SERVICE LAYERS WHICH MAY NOT BE SHOWN IN PLANS. THE CONTRACTOR MUST REQUEST THE LOCATION OF THESE LATERAL SERVICES FROM THE UTILITY COMPANY. THE ADDITIONAL COST OF EXCAVATING, INSTALLING, BACKFILLING AND COMPACTING AROUND THESE LATERAL SERVICES MUST BE INCLUDED IN THE BID RELATED ITEM FOR THE WORK BEING DONE.
 6. PRE-TRASHING IN THE ALIGNMENT AND GRADE OF PROPOSED PIPES, FOUNDATION AND/OR SUB-SURFACE SHALL BE PERFORMED SEVEN DAYS IN ADVANCE OF ITS CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE UNDERRAOUND UTILITY OWNERS AND THE DEPARTMENT WITH A SEVEN DAY'S NOTICE. NOTIFICATION SHALL PROVIDE SURVEY INFORMATION ABOUT EXISTING UTILITY ALIGNMENT, GRADE, AND POSSIBLE CONFLICTS. PAYMENT FOR PRE-TRASHING, SURVEY AND BACKFILLING SHALL BE INCLUDED IN THE COST OF THE RELATED BID ITEM FOR THE WORK BEING DONE.

UTILITY OWNERS:

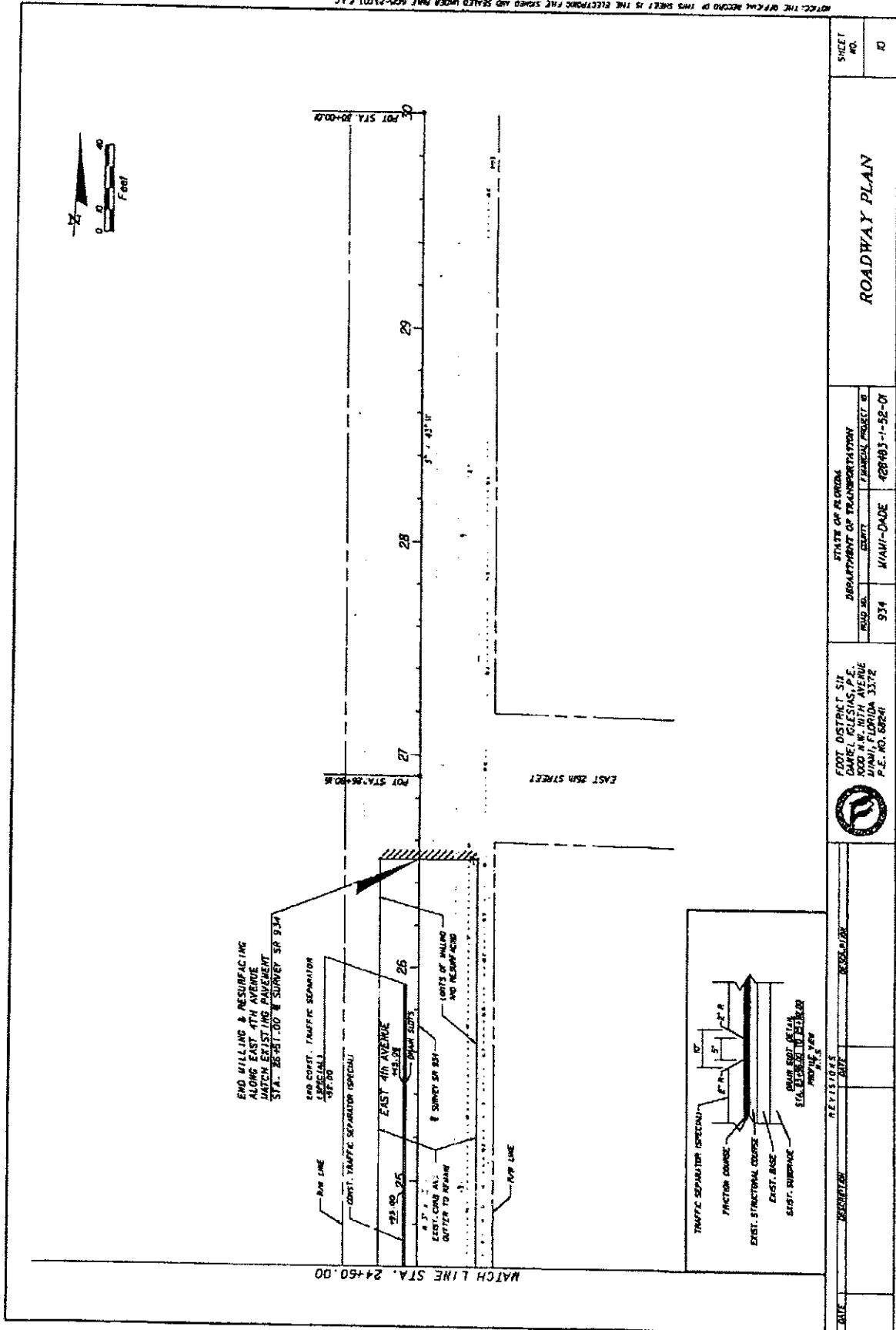
1. CITY OF HIALEAH DEPT. OF WATER & SEWER... (305) 586-3000 (FWP) FLORIDA POWER & LIGHT INC. TRANSMISSION... (305) 442-5010 (FWP) FLORIDA POWER & LIGHT INC. DISTRIBUTION... (305) 442-5187 (FWP) AT&T AT&T (AT&T) AT&T (AT&T) AT&T (AT&T) AT&T (AT&T)

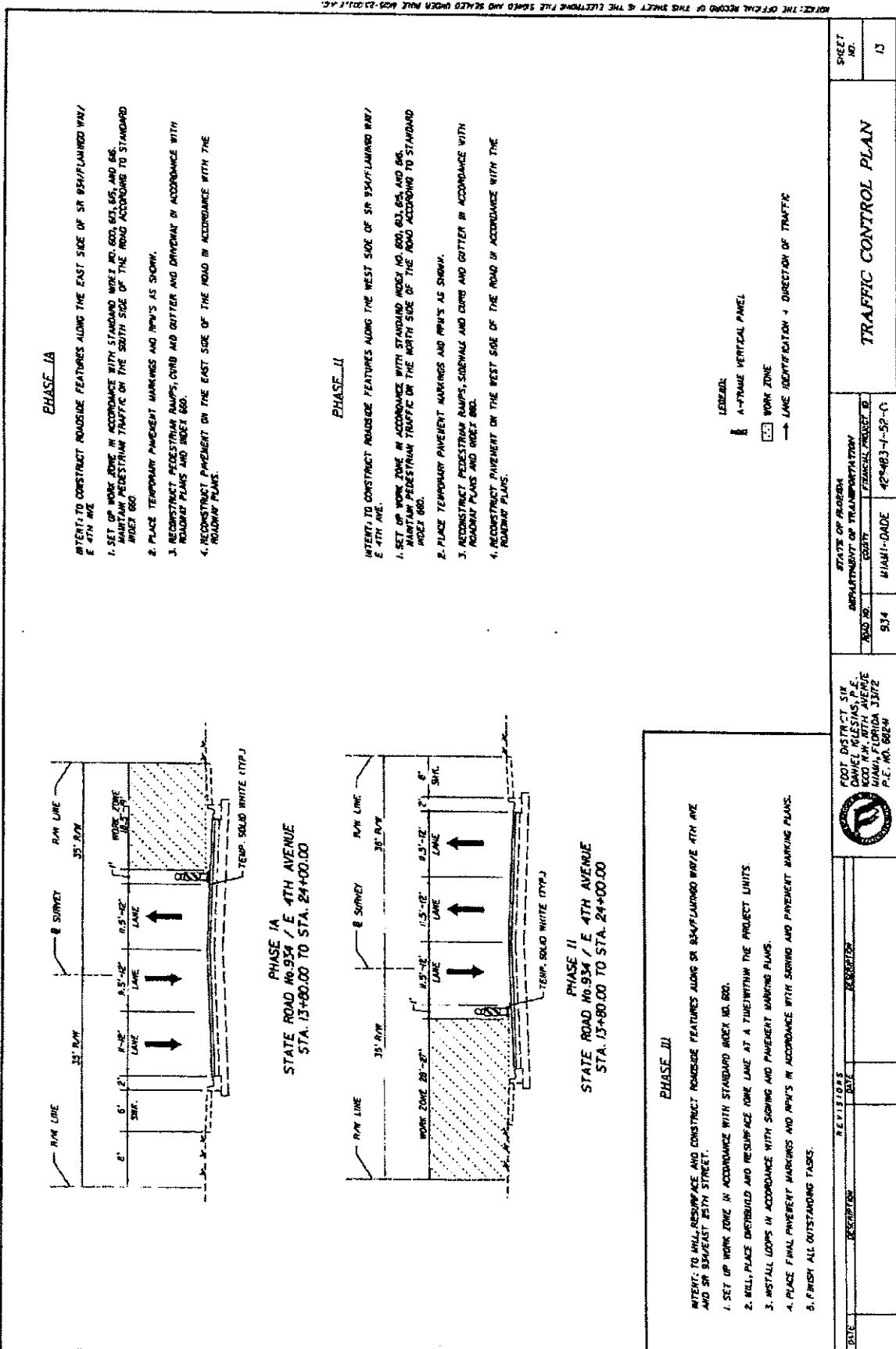


FLORIDA
100% RESIDENTIAL

PAGE	REVISION	DATE	DESCRIPTION	STATE OF FLORIDA		SHEET NO.
				FILE NO.	DEPARTMENT OF TRANSPORTATION	
				934	MIA-M-DAE P.E. NO. 68246	GENERAL NOTES 489403-1-52-01 7

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SIGN NAME	F/PSPC
QUANTITY	2
WIDTH	4'-0"
HEIGHT	6'-0"
BORDER WIDTH	1'
BORDER RADIUS	3"
BACKGROUND COLOR	Blue
LEGEND & BORDER COLOR	White



**FOR ROAD
CONSTRUCTION
INFORMATION**

Toll-free:
866-513-RO/

or visit:

fdotmiamidade.com

RECEIVED		DATE	RECEIVED BY	RECEIVED FROM
FORT DISTRICT, SIE DANIEL K. INESIA, P.E. 1000 N.W. 11TH AVENUE MIAMI, FLORIDA 33126 P.O. NO. 3824				
		REG. NO.	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	
			FEDERAL PROJECT ID	
		.934	MIAMI-DADE 489083-1-52-01	
TRAFFIC CONTROL PLAN GUIDE SIGN WORK SHEET				
SHEET NO. 14				

STATE OF FLORIDA	
DEPARTMENT OF TRANSPORTATION	
ROUTE DISTRICT SIX	ROUTE NO.
DANIEL RUIZIAS, P.E.	ROUTE 10
2000 N.W. 11TH AVENUE	
MIAMI, FLORIDA 33126	
P.E. NO. 100-1000	
9.34 MIAMI-DADE	
489483-1-52-01	

SPECIFIC PURPOSE SURVEY
STATE ROAD 937 (EAG. 4TH AVENUE - FLAM)
FROM S.R. 343 & SURVEY
TO A. 3C + 30.01 B SURVEY

NiVO 88

E 20th STREET		E 21st STREET	E 22nd STREET	E 23rd STREET	E 24th STREET	P.I. STA. 1000.00
5	10	15	20	25	30	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
4	9	14	19	24	29	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
3	8	13	18	23	28	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
2	7	12	17	22	27	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
1	6	11	16	21	26	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
	5	10	15	20	25	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
	4	9	14	19	24	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
	3	8	13	18	23	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
	2	7	12	17	22	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
	1	6	11	16	21	N 58 581.617 E 894.941.257 SET NAIL & WASHER LB-2439
						E 24th STREET
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SIBYLLE YORCS NOTES

- BEARINGS AND COORDINATES ARE RELATIVE TO THE STATE PLANE COORDINATES,
FLORIDA EAST ZONE, NORTH AMERICAN DATUM (NAD 1927) / ADJUSTMENT 1950.
A READING OF V STATION HAS BEEN ESTABLISHED BETWEEN MONUMENTS
PINE ST MARKED "ST PINEP" & PINE STAMPED "11771AP".

VERTICAL DATUM : NORTH AMERICAN 1929 ELLIPSOID AND NAD 1988.

PROJECT UNITS : US FEET
FIELD BOOK REFERENCES : NOV 715
ELECTRONIC DATABASE : CACED-0004

WANTS FIVE EAST 23rd STREET.

SURVEYOR'S CERTIFICATION
WE HEREBY CERTIFY THAT THIS SPECIFIC PLANE SURVEY WAS MADE FOR THE PURPOSE OF
SUBDIVIDING THE SUBDIVISIONS, INDEPENDENTLY AND SEPARATELY, AND THAT NO SURVEY WAS DONE UNDER ANY
TRANSPORTATION FACILITY DEACTIVATED HEREON AND THAT Said Survey was done UNDER THE
INFLUENCE OF NO PERSON OR PERSONS OTHER THAN THE SURVEYOR, AND MEETS THE MINIMUM STANDARDS SET FORTH BY THE FLORIDA BOARD
OF PROFESSIONAL SURVEYORS AND MAPMAKERS IN CHAPTER 5-17 OF THE FLORIDA ADMINISTRATIVE CODE
AS TO PROFESSIONAL SURVEYS AND MAPS IN THE STATE OF FLORIDA.
THIS SURVEY IS NOT NECESSARY TO SECURE TITLE TO LAND, BUT IS NECESSARY TO SECURE TITLE TO IMPROVEMENTS.
THIS SURVEY IS THE RESULT OF THE WORK OF THE SURVEYOR AND IS NOT THE RESULT OF THE WORK OF ANYONE ELSE.
THIS SURVEY IS THE RESULT OF THE WORK OF THE SURVEYOR AND IS NOT THE RESULT OF THE WORK OF ANYONE ELSE.

PLS NUMBER : 5257
NAME : MURIEL C. VERA, JR.

12/28/91
 ♀ + SELWIE
 E - EAST
 STA : EAST
 PWS : PFTG-AEROFLOW
 SH : SAL-ODD
 NAR : C-APM, H-E
 G : C-APM

POINT NAME	EASTING	NORTHING	SCALE FACTOR	LATITUDE	LONGITUDE	BASELINE STATION	OFFSET	ELEVATION (Z)	DESCRIPTION
PNC-1	894.834, 37.0	549.655, 61.7	1.00000550	25° 50' 40.83" E	62° 21' 57.55" S	23-16.26	25'.66' LT	6.85'	FC-1D FOOT BRASS DISC STAMPED 87/71/607
PNC-2	894.894, 92.5	549.659, 33.1	1.00000565	25° 50' 28.21" E	60° 16' 26.01" S	17-13.73	36'.44' RT	.94'	JET-FOOT BRASS DISC STAMPED SR 93-87/10/PNC1
PNC-3	894.770, 44	549.659, 27.0	1.00000551	25° 50' 54.52" E	60° 16' 02.2" S	16-36.33	29'.16' LT	5.64'	S-1 DODI BR-2 D3C TAPE G SR 934 8/10 PNC2